

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<b>HERMITAGE INSURANCE COMPANY,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>CIVIL ACTION NO. 12-0194-KD-N</b>
	)	
<b>JVC SANDBLASTING &amp; PAINTING,</b>	)	
<b>LLC, and ALLIED STEEL CORP., INC.,</b>	)	
	)	
<b>Defendants.</b>	)	

**JUDGMENT**

Pursuant to the Order entered this date, it is hereby ORDERED, ADJUDGED and DECREED that pursuant to Fed.R.Civ.P. 55(b), DEFAULT JUDGMENT is rendered in favor of Plaintiff Hermitage Insurance Company and against Defendant JVC Sandblasting & Painting, LLC, for its failure to plead or otherwise defend.

Accordingly, DECLARATORY JUDGMENT is entered in favor of Plaintiff as follows:

- a. That JVC is not entitled to indemnification against any claim, judgment, award, verdict or settlement in the claim asserted by Allied Steel.
- b. That JVC is not entitled to any benefits or proceeds of the above-referenced Commercial General Liability policy issued by Hermitage.
- c. That Allied Steel is not entitled to any benefits or proceeds of the above-referenced Commercial General Liability policy issued by Hermitage to JVC.
- d. That faulty workmanship does not constitute an occurrence under the Hermitage policy.
- e. That any alleged damages sought by Allied Steel are excluded from coverage by the terms and provisions of the Hermitage policy, which exclude coverage for bodily injury or property, damage which is either expected or intended from the standpoint of the insured.
- f. That any alleged damages sought by Allied Steel are excluded from coverage by the terms and provisions of the Hermitage policy which excludes coverage for bodily injury or property damages arising out of contractual liability.

g. That the alleged damages claimed by Allied Steel do not constitute property damage under the Hermitage policy and as such, Hermitage does not have a duty to indemnify JVC against any claim, demand, lawsuit, proceeding, judgment, award, verdict or settlement pertaining to the alleged damages.

h. That the alleged damages claimed by Allied Steel are to the work of JVC and therefore, are excluded from coverage under the Hermitage policy.

The Clerk is directed to mail a copy of this Judgment, by certified mail, to JVC Sandblasting & Painting, LLC, at its address of record.

DONE and ORDERED this 2nd day of January, 2013.

s / Kristi K. DuBose  
**KRISTI K. DuBOSE**  
**UNITED STATES DISTRICT JUDGE**